



**City of Surprise
Request for Proposals (RFP)**

**SPORTS OFFICIALS
COS15-018**

Procurement Division
16000 N. Civic Center Dr.
Surprise, Arizona 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

COVER SHEET

The City of Surprise is seeking proposals for SPORTS OFFICIALS per the specifications herein.

In accordance with City of Surprise Procurement Code, competitive sealed proposals for the services specified will be received by the City of Surprise Purchasing Division at the specified location until the date and time cited above. Proposals must be in the actual possession of the City of Surprise Purchasing Division on or prior to the exact date and time indicated above. Late proposals will not be considered. Proposals must be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope. All proposals must be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the entire Request for Proposal package.

Information regarding the requirements of this RFP may be obtained at the Purchasing Division located at 16000 North Civic Center Plaza, Surprise AZ 85374. The entire information package can be downloaded from the City of Surprise website: <http://www.surpriseaz.gov>.

The City of Surprise will not be held responsible for any oral instructions. Any changes to this Request for Proposal will be in the form of a published amendment. All technical questions regarding this Request for Proposal must be submitted in writing via e-mail or fax.

Please reference COS15-018 in all your communications to the City.

Kevin Custer
Senior Buyer



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RFP SCHEDULE

RELEASE RFP

March 26, 2015

FINAL DATE FOR QUESTIONS

April 2, 2015 at 4:00pm (Local Time)

Questions will not be accepted after this date and time

RFP DUE DATE/TIME

April 9, 2015 at 4:00pm

Submittals will not be accepted later than 4:00pm, (Local Time) at the City of Surprise Procurement Office, 16000 N. Civic Center Plaza, Surprise, AZ 85374

**ANTICIPATED CONTRACT
AWARD**

May 1, 2015

Direct all questions regarding this Request for Proposals via E-Mail to:

Kevin Custer
Senior Buyer
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374-7470
purchasing@surpriseaz.gov
kevin.custer@surpriseaz.gov

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Date: 3/26/2015, 4/2/2015
City of Surprise website, <http://www.surpriseaz.gov>

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OFFER AND ACCEPTANCE

In accordance with City of Surprise Procurement Code, competitive sealed proposals for the material or services specified will be received by the City of Surprise Procurement Department at the specified location until the date and time cited above. Proposals received by the correct date and time will be publicly opened and the proposal price read. Proposals must be in the actual possession of the City of Surprise Procurement Department on or before the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Surprise Procurement Code. **Proposals must be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.** All proposals must be completed in ink or typewritten. Offerors must carefully read the **entire** Request for Proposal Package and must initial each page.

OFFER

The undersigned hereby offers to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the Notice of Request for Proposal (including the Instructions to Offeror, Scope of Work, Standard Terms and Conditions, Special Terms and Conditions, and any amendments) except for any written exceptions in the offer. The signature below also certifies his or her understanding that by making this offer, the undersigned will be contractually bound to provide these goods and services if the offer is accepted by the City. The undersigned further certifies that his or her firm ☐ IS or ☐ IS NOT currently debarred, suspended, or proposed for debarment by any governmental entity. The undersigned agrees to notify the City of Surprise of any change in this status, should one occur, until such time as an award has been made under this procurement action.

Name:		Telephone:	
Company Name:		Fax:	
Address:		Authorized Signature for Offer	
City, St. Zip:		Title:	
Email:			

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Surprise Use Only)

Your offer is hereby accepted. The Contractor is now bound to provide services in the solicitation, including all terms conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the City.

Attested by:		City of Surprise, Arizona. Effective Date: _____
_____ Sherry Aguilar, City Clerk		_____ Dana Garr, PROCUREMENT MANAGER
		Approved as to form: _____ Misty Leslie, CITY ATTORNEY
City Seal	COS15-018	Awarded on: _____
	_____ Contract Number	_____ Bob Wingenroth, CITY MANAGER

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INSTRUCTIONS

1. PREPARATION OF PROPOSAL:

- a) All proposals must be on the forms provided in this Request for Proposal package. It is permissible to copy these forms if required. Faxed or e-mailed proposals will not be considered.
- b) The Offer and Acceptance document must be submitted with an original ink signature by a person authorized to sign the offer.
- c) Erasures, interlineations, or other modifications in the proposal must be initialed in original ink by the authorized person signing the Offer.
- d) If price is a consideration and in case of error in the extension of prices in the proposal, the unit price will govern. No proposal will be altered, amended, or withdrawn after the specified proposal due date and time.
- e) Periods of time, stated as a number of days, will be calendar days.
- f) It is the responsibility of all prospective contractors to examine the entire Request for Proposal package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after the proposal due date and time

- 2. PROPOSAL FORMAT:** Proposals shall be submitted in one (1) original and four (4) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" x 11" papers. All submittal information must contain data for only the local office(s) which will be performing the work.

The following shall be submitted concurrent with and as part of the Offer:

- a) Technical
 - 1. Understanding of scope
 - 2. Method of approach
 - 3. Work Plan and Schedule
- b) Qualifications and Experience
 - 1. Expertise of Offeror
 - 2. Experience of Offeror
 - 3. Key Personnel
 - 4. References

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c) Pricing Schedule

1. Overall Value of Program
2. Pricing (Exhibit A)

d) W-9- Form attached

- 3. COST OF PROPOSAL:** The City will not reimburse the cost of developing, presenting, or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straight-forward and concise manner.
- 4. MULTIPLE AWARDS:** The City reserves the right to award contracts to multiple contractors. The actual utilization of any contract will be at the sole discretion of the City.
- 5. AFFIRMATIVE ACTION:** It is the policy of the City that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability
- 6. INQUIRIES:** Any question related to the Request for Proposal must be directed to the Buyer whose name appears on the cover page. The prospective contractor may not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing. Any correspondence related to a Request for Proposal should refer to the appropriate Request for Proposal number, page, and paragraph number. However, the prospective contractor must not place the Request For Proposal number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official Request For Proposal due date and time.
- 7. PROSPECTIVE CONTRACTORS CONFERENCE:** A prospective contractor's conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City. The City will then determine if any action is necessary and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.
- 8. LATE PROPOSALS:** Late proposals will not be considered, except as provided by the City of Surprise Procurement Code. A prospective contractor submitting a late proposal will be so notified.

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9. WITHDRAWAL OF PROPOSAL: At any time prior to the specified proposal due date and time, a prospective contractor (or designated representative) may withdraw the proposal in writing and as under the guidelines of the Surprise Procurement Code.

10. AMENDMENT OF PROPOSAL: Receipt of a Solicitation Amendment (COS Form 300) must be acknowledged by signing and returning the document prior to the specified proposal due date and time.

11. VENDOR REGISTRATION: The successful Contractor must have a completed vendor registration with the City of Surprise Procurement Division.

12. RESPONSIVE OFFER: In accordance with the City of Surprise Procurement Code, awards will be made to the lowest responsible and responsive contractor whose proposal conforms in all material respects to the Request for Proposal. A responsible contractor is a contractor determined by the Procurement Manager to have the following qualities:

- a. The ability, capacity, experience and skill to provide the goods and/or services in accordance with proposal specifications;
- b. The ability to provide the goods and/or services promptly, or within the time specified, without delay or interference;
- c. The equipment, facilities and resources of such capacity and location to enable the contractor to provide the goods and/or services;
- d. The ability to provide future maintenance, repair, parts and service for the use of the goods purchased, when applicable;
- e. The quality and adaptability of the materials, supplies or services required or necessary to the particular use;
- f. The financial resources to perform the Contract.

13. AWARD OF CONTRACT:

- a. Unless the prospective contractor states otherwise, or unless provided within this Request For Proposal, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
- b. Notwithstanding any other provision of this Request for Proposal, The City expressly reserves the right to:
 - 1) Waive any immaterial defect or informality; or
 - 2) Reject any or all proposals, or portions thereof, or
 - 3) Reissue a Request for Proposal.
- c. A response to a Request for Proposal is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's Request for Proposal and the written amendments thereto, if any. Proposals do not become contracts unless and until they

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are accepted by the City. A construction contract is formed when accepted by the City, but not finalized until a written Notice to Proceed is provided to the successful Offeror(s). The Contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement Contract are contained in the Request for Proposal, unless modified by a Solicitation Amendment (COS Form 300) or a Contract Amendment

14. SELECTION PROCESS:

- a. A Selection Committee will review and score submittals based on the scoring identified below.
- b. Proposers will be placed on the short list. The short list will contain not less than three, nor more than five, proposers. If fewer than three submittals are received, the City may proceed in any manner, which deems to be in its best interests. The criteria, which the selection committee will utilize in selecting the short list, are the responses of each Proposer listed in the Evaluation Criteria, below. Additionally, the selection committee may consider statements made by the listed references. The City may also contact other persons not listed as references who may have relevant information about your firm, and the selection committee may consider information obtained from such non-listed persons. The City may consider all other relevant information about each Proposer. After considering all of these factors, the selection committee will determine which firms are best able to meet the City's needs and will place them on the short list. The selection committee will rank order the firms so that the first firm on the short list is best able to meet the City's needs, the second firm on the list is the second-best able to meet the City's needs. Prior to placing firms on the short list, the selection committee may engage in discussions with some or all of the firms, which are susceptible of placement on the short list.
- c. After a ranking has been established, the City will enter into contract negotiations with the firm, which is listed first. The City will attempt to reach agreement with the firm, which is listed first on the short list. The City will attempt to reach an agreement with such firm on the terms of a contract, including costs and fees, under which the firm will perform the required services for the City. If the City determines that negotiations with the firm listed first in the short list will not be successful, then the City will terminate such negotiations and open negotiations with the firm which is listed second on the short list, and so on, until a contract is negotiated and awarded.

15. EVALUATION CRITERIA:

Evaluation of the proposals will be based upon the following criteria:

- a) Technical (30%)

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- i. Understanding the Scope - The ability of the firm to provide all information requested at the time of proposal submittal.
- ii. Method of Approach – The ability and method of approach of the firm to accomplish the scope of work. Offeror's ability to be an exclusive provider of umpires/referees will be weighted more highly.
- iii. Work Plan and Schedule – Offeror shall provide information regarding class cancellation, instructor absenteeism, back-up instructor policies, and how payments will be made to the umpires/referees.

b) Qualifications and Experience (50%)

- i. Expertise of Offeror - The ability of the submitting firm to designate qualified and experienced personnel to support the program. The qualifications, experience, past performance and reliability of key personnel shall be reviewed along with educational and certification status. The City reserves the right to review the list of current and proposed personnel both at the time of the proposal submittal and prior to implementation of each program.
- ii. Experience of Offeror - The overall experience of firm in being able to demonstrate a level of competence in performing similar services to clients comparable to the City. Success of firm in performing services in educational related environments shall be preferred. Firms must have been in business for at least two years.
- iii. Key Personnel - Offeror shall provide detailed information on the key personnel who will be selected to manage, oversee, and actually present the specified program. This will include resumes of key individuals, experience and background of individuals, authority level of personnel to make decisions on behalf of firm, certification background, and experience presenting the offered program.
- iv. References – Please attach three to five references and letters from organizations with which you have done business. References from other similar programs will be considered.

c) Pricing (20%)

- i. Overall Value of Program - The overall value of program offered and the ability of that program to support the goals and objectives of the City. The "method of approach" used by the submitting firm that defines the scope and content of the program offered. The ability of the firm to present a comprehensive quality-based program and the flexibility of submitting firm to offer services based on City time frames and locations.

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- ii. Pricing - The overall cost of the program shall be considered to include time, travel costs, and any reimbursable expenses.

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SCOPE

Purpose:

It is the intent of the City of Surprise to establish a contract for officiating services for the following recreational sports:

1. Youth Baseball
2. Adult Baseball
3. Youth Basketball
4. Adult Basketball
5. Youth Flag Football
6. Adult Flag Football
7. Youth Soccer
8. Youth Girl's Softball
9. Youth Volleyball

It is the intent of the City of Surprise to establish a contract for officiating services for the following tournaments:

1. Youth Baseball
2. Adult Flag Football
3. Adult Softball

It is the intent of the City of Surprise to establish a contract for officiating services for the following competitive sports:

1. Youth Basketball- High School level officials required
2. Youth Volleyball- High School level officials required
3. Youth Soccer- High School level officials required
4. Youth Baseball

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5. Youth Softball

****Alternate – Please provide other sports which may be included if needed.**

CONTRACTOR responsibilities will include:

1. CONTRACTOR will provide one to three umpires/referees for all specified league and tournament games.
2. CONTRACTOR will provide umpires/referees tested and certified as competent to administer the current and applicable rules, however, special Surprise league and ground rules shall take precedence at all times. CONTRACTOR will provide a listing of qualified umpires/referees with their bid. CONTRACTOR will provide CITY rules to all umpires/referees prior to the beginning of each session.
3. CONTRACTOR will provide umpire/referee service at no charge if a game must be re-played due to umpire/referee error (valid protest).
4. CONTRACTOR will have umpire/referees at each designated game site at least 15 minutes prior to game time and sign in on the City's daily report form/score sheet.
5. CONTRACTOR will instruct umpires/referees that CITY representatives shall have the authority to change rules when deemed necessary. Said representatives will not change any decisions already made by Contractor's umpires/referees regarding rules of any sanction body currently unclear.
6. CONTRACTOR will be able to provide appropriate number of umpires/referees for up to twelve (12) game sites for approximately 1,000 games per year. CONTRACTOR must be available to provide simultaneous coverage for up to twelve games. The total number of simultaneous games is as per attached breakdown per sport. All 12 sites may not be going at the same time.
7. CONTRACTOR will pay the cost for umpiring/refereeing any scheduled game where the CONTRACTOR's umpire/referee fails to officiate.
8. CONTRACTOR will assign a representative who will act as a direct liaison between CONTRACTOR and CITY and who will process complaints regarding umpires/referees and their services, and schedule appropriate umpires/referees.
9. All officials will be instructed to cooperate with assigned City staff in any incident/injury situation. Officials will provide any/all information necessary for proper documentation. CONTRACTOR will provide CITY with names and contact phone numbers for all officials

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working CITY sponsored leagues, upon request, staff may be required to contact officials in regard to incident/injury situations.

10. If a forfeit is declared, the umpire(s)/referee(s) will provide services regardless of the game being declared a forfeit.
11. CONTRACTOR does not accrue any CITY benefits; is responsible for self-employment taxes and reporting earned income to State and Federal government; is responsible for his/her obligations for Social Security and his/her own hospital/health Insurance.
12. INDIVIDUAL CONTRACTOR. The services provided by CONTRACTOR under the terms of this contract to CITY are that of an INDIVIDUAL CONTRACTOR, not an employee. CITY will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.
13. Withholding of income tax is not deducted from contractual payments. As a result of this, CONTRACTOR may be subject to I.R.S. provisions for payment of estimated income tax. Consult the local I.R.S. office for current information on estimated tax requirements. Failure to comply, may subject CONTRACTOR to a penalty.
14. CONTRACTOR will provide CITY with an evaluation form(s) or process, evaluating umpires/referees on promptness, hustle, knowledge and interpretation of rules (CITY, NFHS, ORB, Cal Ripken), attitude, and professionalism.
15. CONTRACTOR will have representative present at all organizational meetings; meetings are held prior to the beginning of the season.
16. In the event of a protested game, where the protest is upheld, the game will be replayed from the point of protest. In accordance with league rules, the official will officiate the game at no charge to the CITY.
17. If it is possible to reschedule the play of games, as to avoid lost time or revenue by the CONTRACTOR, this action will be taken. Should this action result in continuous officiating services provided throughout the course of scheduled play with the exception of the last scheduled game not played, no penalty or other fees will be paid by the association.
18. The CONTRACTOR will have officials attired in proper uniform. The CONTRACTOR and its officials will at all times conduct themselves in a proper, acceptable and professional manner. If the behavior, dress, and/or performance of the CONTRACTOR member do not meet the CITY's standards of professionalism, the CITY may dismiss the official, with no fee due to the association, for the games thereby unofficiated.

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19. The CONTRACTOR will have officials tested and acknowledged competent to administer rules in conjunction with NFHS and City of Surprise rules and regulations.

20. The CONTRACTOR will charge the CITY only for a half game if the officials arrive 10 minutes after the scheduled start time of the game, and will not charge the CITY for service when a game has completed ten minutes of play. The CONTRACTOR will provide an emergency phone number to provide back-up officials to work as soon as possible.

CITY'S responsibilities will include:

1. CITY will have the right to refuse the service of any individual provided by CONTRACTOR if deemed unacceptable by CITY representative.
2. CITY staff may add or delete games or leagues. Additional games or leagues will be at the contracted rate. The association understands actual number and times for games are contingent on number of teams registered. The CITY will give notification of league registration status when completed.
3. Cancellations/Forfeited Games. The CITY will endeavor to provide the association with two (2) hour advance notice of any cancelled game. When this two (2) hour notification is provided, there will be no fees or other penalties paid for cancelled officiating services. At no time will the penalty paid for the cancellation of a game be greater than the total contracted fees paid for providing officiating services at one (1) game.
4. Games are scheduled by the City of Surprise according to the attached schedule, Exhibit A. Schedules are projected and may be changed due to team registration.

CITY will not be held responsible for any accident or injury sustained by CONTRACTOR's umpires or referees.

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STANDARD TERMS AND CONDITIONS

1. DEFINITIONS: The terms, as used in or pertaining to the contract, are defined as follows:

- a) **CITY:** "City" will refer to the City of Surprise, Arizona.
- b) **CONTRACT:** "Contract" will include this entire Proposal solicitation package, including, but not limited to, the Request for Proposal Notice, Instructions to Proposers, any and all Bonds, Notice of Award, Notice to Proceed, Change Orders, Certificate of Insurance & Schedule A, Certificate of Completion, Plans and Addenda thereto.
- c) **CONTRACTOR:** "Contractor" is defined as the person, corporation, or other entity selected as a result of this RFP.
- d) **MATERIALS:** "Materials" will include, in addition to materials incorporated in the project, equipment and other material used and/or consumed in the performance of the Work.
- e) **PROPOSER or OFFEROR or VENDOR:** The person, Contractor, corporation, partnership or other entity submitting a Proposal on items listed in the RFP Documents and thereby agreeing to meet the Contract terms and conditions if awarded the contract.
- f) **SUBCONTRACTOR:** "Subcontractor" is defined as those persons or groups of persons having a direct contract with the contractor and those who furnish material according to the plans and/or specifications for this Work, and includes those who merely furnish materials.
- g) **WORK:** "work" will include all labor necessary to accomplish the services required by the Contract and all materials and equipment used or needed for services.

2. OFFER ACCEPTANCE PERIOD: In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for 60 days after the opening time and date.

3. TERM OF CONTRACT: The contract term will commence upon acceptance of the proposal by the City and will continue for a period of one (1) year, unless terminated, cancelled or extended as otherwise provided herein. Warranties and other provisions may extend beyond the completion of the work, if applicable.

4. CONTRACT EXTENSION: By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of sixty (60) months.

5. COOPERATIVE PURCHASING: Any contract resulting from this solicitation will be for the use of the City of Surprise. In addition, specific eligible political subdivisions and nonprofit educational or

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public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City will not be responsible for any disputes arising out of transactions made by others.

- 6. INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor will indemnify, defend and hold harmless the City and its council members, officers, boards, commissions, officers, officials, employees, or agent thereof ("Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, claims processing, investigation, court costs, and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or in connection with the negligent or willful acts or omissions of work or professional services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Contract. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the City. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.
- 7. INSURANCE REQUIREMENTS:** The Contractor, at Contractor's own expense, will purchase and maintain insurance with companies duly licensed in the State of Arizona and possessing a current A.M. Best, Inc. Rating of A- with policies and forms satisfactory to the City.
- a) All required insurance must be maintained in full force and effect until all work required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.
 - b) The Contractor's insurance will be primary, and any insurance or self-insurance maintained by the City will not contribute to it.

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Procurement Division
16000 N. Civic Center Dr.
Surprise, Arizona 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

- c) Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty will not affect coverage afforded under the insurance policies to protect the City.
- d) The insurance policies, except Workers' Compensation, will contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.
- e) The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions will not be applicable with respect to the coverage provided to the City under such policies. The Contractor will be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.
- f) The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City will not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt will not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.
- g) The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, will name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

h) **Required Insurance Coverage:**

Contractor must be insured with the following types and minimum amounts of coverage. If any work is subcontracted, the Contractor must require the Subcontractor to be insured to the same extent as required of the Contractor.

i) **Commercial General Liability**

The policy must include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability – Written and Oral	\$1,000,000
Fire Legal Liability	\$ 50,000

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Each Occurrence

\$1,000,000

The policy must be endorsed to include the City of Surprise, its departments, agencies, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

The policy must contain a waiver of subrogation against the City of Surprise, its departments, agencies, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

ii) Automobile Liability

The policy must cover bodily injury and property damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1,000,000

The policy must be endorsed to include the City of Surprise, its departments, agencies, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

The policy must contain a waiver of subrogation against the City of Surprise, its departments, agencies, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

iii) Workers' Compensation

Workers' Compensation

Statutory Employers' Liability

Each Accident

\$ 500,000

Disease – Each Employee

\$ 500,000

Disease – Policy Limit

\$1,000,000

The policy must contain a waiver of subrogation against the City of Surprise, its departments, agencies, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- i) **Certificates of Insurance:** Prior to commencing work under this Contract, Contractor will furnish the City with Certificates of Insurance, or formal endorsements as required by the

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Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

- j) In the event any insurance policy required by this Contract is written on a "claims made" basis, coverage must extend for two years past completion and acceptance of the Contractor's work, as evidenced by annual certificates of insurance.
 - k) If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City no later than fifteen (15) days prior to the expiration date.
 - l) All certificates of insurance will be identified with proposal serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate proposal serial number and title.
 - m) **Cancellation and Expiration Notice:** Insurance required herein will not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.
8. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this Contract if it is found by the City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this Contract is cancelled by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
9. **KEY PERSONNEL:** Contractor must provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. Contractor must agree to assign specific individuals to the key positions.
10. **ESTIMATED QUANTITIES:** The City makes no commitment of any kind concerning quantities actually required under this Contract.
11. **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:** The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency; have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

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obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

Should the Contractor not be able to provide this certification, an explanation as to why should be attached.

12. APPLICABLE LAW: Contractor must abide by and conform to any and all current laws and regulations of the United States, the State of Arizona, the City of Surprise, the Federal Occupational Safety and Health Administration, and any other federal or state laws applicable to this Contract.

- a) Contractor warrants, for the term of this Contract and for six months thereafter, to have fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.
- b) This Contract will be governed by the laws of the State of Arizona and suit pertaining to this Contract may be brought only in courts in the State of Arizona.
- c) This Contract is subject to the provisions of A.R.S. §38-511; the City may cancel this Contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City or any of its departments or agencies, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract.
- d) Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract, and that the City retains the legal right to inspect the papers of any employee who works on the Contract to ensure compliance with this warranty.

13. LEGAL REMEDIES: All claims and controversies will be subject to resolution according to the terms of the City of Surprise Procurement Code and the Surprise City Code.

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- 14. CONFLICT:** In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation will govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written Contract will govern in case of conflict with the applicable requirements stated in the Solicitation or the Proposer's offer.
- 15. CONTRACT AMENDMENTS:** This Contract may be modified only by a written Contract Amendment signed by duly authorized persons on behalf of the City and the Contractor. Duly authorized City personnel are the Procurement Manager, or City Manager.
- 16. CONTRACT APPLICABILITY:** The Proposer will substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Proposer and the City, are not applicable to this Solicitation or any resultant Contract.
- 17. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract will be physically amended to make such insertion or correction.
- 18. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.
- 19. RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party will not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
- 20. ENTIRE AGREEMENT; INTERPRETATION; PAROL EVIDENCE:** The Request for Proposal documents, including the executed Offer and Acceptance, Instructions, Scope of Work, Standard Terms and Conditions, and any attachments, amendments, or addendums, constitute the entire agreement between Contractor and the City. In the event of a conflict in language between the Request for Proposal and the Contractor's offer, the provisions and requirements in the Request for Proposal will govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written Contract will govern in case of conflict with the applicable requirements stated in the Request for Proposal. This Contract may be modified only by a written amendment signed by duly authorized persons on behalf of the City and the Contractor. Duly authorized City personnel are the City representative listed on the cover

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page or the Procurement Manager or delegate. The Contractor will conform to the terms, conditions, specifications and other requirements found within the text of this specific Request for Proposal. All previous agreements, contracts, or other documents, which have been executed between the Contractor and the City, are not applicable to this Contract.

No representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Contract. This Contract may not be changed, modified or rescinded except by written agreement signed by both Parties. Any attempt at oral modification of this Contract will be void and of no effect.

- 21. ASSIGNMENT-DELEGATION:** No right or interest in this Contract will be assigned by Contractor without prior written permission of the City and no delegation of any duty of Contractor will be made without prior written permission of the City.
- 22. SUBCONTRACTS:** No subcontract will be entered into by Contractor with any other party to furnish any of the material or work specified in this Contract without the advanced written approval of the City. Contractor will itemize all subcontractors that will be utilized on the project. Any substitution of subcontractors by Contractor must be first approved by the City and any cost savings will be reduced from Contractor's proposal amount. All subcontracts must include all the terms and conditions of this Contract which will apply with equal force to the subcontract as if the Subcontractor were the Contractor referred to in this Contract. Contractor agrees that it is as fully responsible to City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Contractor.
- 23. RIGHTS AND REMEDIES:** No provision in this Contract will be construed, expressly or by implication, as waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of Contract. The failure of the City to insist upon the strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the City's acceptance of and payment for materials or services, will not release the Contractor from any responsibilities or obligations imposed by this Contract or by law, and will not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
- 24. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
- 25. FORCE MAJEURE:** Except for payment for sums due, neither party will be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented or delayed by reason of force majeure. The term "force majeure" means an

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occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; acts of terror; hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts; failures or refusals to act by a government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

If either party is delayed at any time in the progress of the work by force majeure, then the delayed party will notify the other party in writing of the delay within forty-eight (48) hours commencement thereof and will specify the causes of the delay. Such notice will be hand delivered or mailed *Certified-Return Receipt* and will make a specific reference to this article, thereby invoking its provisions. The force majeure will be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and will be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract. The time of completion will be extended by Contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

Force majeure will not include the following occurrences:

- a) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b) Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this section.

26. INDEPENDENT CONTRACTOR: The Contractor acknowledges that all services provided under this Contract are being provided as an independent contractor, not as an employee or agent of the City. Both parties agree that this Contract is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party will not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued under this Contract and that the Contractor should make arrangements to directly pay such expenses, if any. The City will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that it is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits will be the sole responsibility of Contractor.

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- 27. MULTIPLE AWARDS:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor. The City may choose to conduct formal solicitations for products outside of this offer, as determined by the Procurement Manager to be advantageous to the City.
- 28. CANCELLATION:** The City reserves the right to cancel the whole or any part of this Contract without cause.
- 29. RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City.
- 30. RIGHT TO INSPECT:** The City may, at reasonable times, inspect the place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
- 31. WARRANTIES:** Contractor warrants that all material, service, or construction delivered under this Contract will conform to the specifications of this Contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City will not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
- 32. FINAL INSPECTION:** All materials and services are subject to final inspection and acceptance by the City. Materials failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect by a written determination to do any or all of the following:
- a) Waive the non-conformance.
 - b) Stop the work immediately.
 - c) Bring material into compliance.
- 33. TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service will not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
- 34. LICENSES:** Contractor will maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
- 35. COST OF PROPOSAL PREPARATION:** The City will not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should

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be prepared simply and economically, providing adequate information in a straightforward and concise manner.

- 36. PUBLIC RECORD:** All offers submitted in response to this solicitation will become the property of the City and will become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code and state law.
- 37. ADVERTISING:** Contractor will not advertise or publish information concerning this Contract, without prior written consent of the City.
- 38. NON- APPROPRIATION CLAUSE/FUNDING:** Contractor understands that the continuation of this Contract at any time, but especially after the close of the City's fiscal year, which ends on June 30, will be subject to the City's budget providing for the Contract item as an expenditure. The City cannot assure that the budget item for funding this Contract will be approved in the future; as such assurance would be a legislative and policy determination of the City Council. Should the funding of the Contract not be approved by City Council, City may terminate this Contract. City represents that it intends to pay all monies due, if such funds have been legally appropriated.
- 39. COMPLIANCE WITH FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract, and that the City retains the legal right to inspect the papers of any employee who works on the Contract to ensure compliance with this warranty.
- 40. NON-EXCLUSIVE CONTRACT:** Any Contract resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of the City of Surprise. The City reserves the right to obtain like goods or services from another source when necessary.
- 41. SAFETY STANDARDS:** All items supplied on this Contract will comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards. The Contractor will be responsible for ensuring that OSHA safety standards are met and acknowledges that Contractor has general supervisory authority over the worksite, including the power to correct safety and health violations. This would include the power to require subcontractors to correct violations of OSHA. Contractor is responsible for how frequently and closely Contractor needs to inspect to meet OSHA standard of reasonable care.

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REFERENCES

Please list references that the Procurement Division may contact:

1. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
2. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
3. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
4. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
5. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____

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EXPERIENCE OF UMPIRES/REFEREES

(Additional pages may be added if needed)

Name _____

Availability_____ Contact Number _____

Certifications _____

List of similar leagues refereed _____

Years of experience _____

Name _____

Availability_____ Contact Number _____

Certifications _____

List of similar leagues refereed _____

Years of experience _____

Name _____

Availability_____ Contact Number _____

Certifications _____

List of similar leagues refereed _____

Years of experience _____

Name _____

Availability_____ Contact Number _____

Certifications _____

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List of similar leagues refereed _____

Years of experience _____

Name _____

Availability _____ Contact Number _____

Certifications _____

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List of similar leagues refereed _____

Years of experience _____

Name _____

Availability _____ Contact Number _____

Certifications _____

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Years of experience _____

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ADDENDUM

Proposers are to indicate below any exceptions they have taken to the Specifications:

ATTACH ADDITIONAL SHEETS AS NECESSARY.

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ADDITIONAL REQUIREMENTS

- ☐ Attach a copy of your City of Surprise Business License to your Proposal submittal.

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MBWE

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise?

Yes _____, No _____.

If yes, please provide details and documentation of the certification.

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EXHIBIT A – PROJECTED SCHEDULE AND PROPOSED PRICING

(SEE ATTACHED EXHIBIT A)

Proposer's Initials _____ Date _____